

BE THE BRAND COMPETITION TERMS AND CONDITIONS



1. The promoters are Jenny Craig Weight Loss Centres Pty Ltd ABN 61 006 109 842 and Jenny Craig Weight Loss Centres (NZ) Limited (271677) trading as "Jenny Craig" of Level 1, 464 St Kilda Road, Melbourne in the State of Victoria 3004 Australia and Level 1, 31-33 Great South Road, Newmarket, Auckland, 1051, New Zealand (**Promoter**).
2. Information about how to enter the competition, and the prizes available, form part of these Terms and Conditions. Participation is deemed to be acceptance of these Terms and Conditions.
3. This relevant dates for this competition are as follows:
 - (a) you must submit your Entry Form to the promoter by no later than 8.59am AEST Monday, 1 July 2019 (**Entry Form Date**);
 - (b) the challenge commences at 9:00am AEST on Monday, 1 July 2019 and finishes at 11.59pm AEST on Sunday, 7 July 2019 (**Challenge Period**); and
 - (c) you must submit your results of the challenge by no later than 12.00pm AEST at Tuesday, 9 July 2019 (**Submit Results Date**).
4. This competition is a game of skill, whereby each entrant must, by the Entry Form Date, submit an entry form to the promoter, including the entrant's name, and centre name, and completed Be the Brand Challenge Card (**Entry Form**). Chance plays no part in determining the winners. After the Challenge Period, a panel of judges will individually judge each entry, based on the points scored and in the event of a tie, the merit of the answer provided to the question posed on the Entry Form, and the Entry Criteria identified below.
5. The winner of the competition will be judged by representatives of the promoter, in their absolute discretion, and will be based on the Entry Criteria which requires the entrant to:
 - a. be a current Jenny Craig employee;
 - b. submit your Entry Form by the Entry Form Date;
 - c. participate in the Be the Brand daily challenges and weekly bonus activities during the Challenge Period;
 - d. complete a Be the Brand Challenge Card and submit results by the Submit Results Date;
 - e. complete and submit a confidential online wellness survey before and after the Challenge Period, (together, the **Entry Criteria**).
6. Entry and participation in this competition is only open to current adult (18 years and over) employees of the Promoter who are residents of Australia or New Zealand, and subject to these Terms and Conditions.
7. As a condition of entry into this competition, entrants acknowledge that a profile of each eligible entrant (based on the information contained in their Entry Form) may be published at any time by Jenny Craig, as deemed appropriate in Jenny Craig's absolute discretion.
8. The Promoter reserves the right to, at any time, verify the validity of entries, (including their identity and completion of the Entry Criteria) and to disqualify any entrants whose entry is not submitted in accordance with these Terms and Conditions, or who otherwise tampers with the entry process. Errors and omissions will be accepted at the Promoter's absolute and unfettered discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
9. Incomplete or indecipherable entries will be deemed invalid.
10. Only one entry per eligible entrant will be permitted.

11. Out of the eligible entrants, one (1) overall competition winner will be selected by the Promoter based on the Entry Criteria who will win \$200 (paid into the entrants bank account). Any ancillary costs, including but not limited to delivery, travel or accommodation costs associated with receiving the prize, are not included.
12. Out of the eligible entrants, the following prizes will also be issued, based on the Entry Criteria:
 - (a) Overall Individual Challenge Winner for field employees: 1st Prize \$200, 2nd Prize \$150, 3rd Prize \$100
 - (b) Overall Centre Team Winner: 1st Prize \$200, 2nd Prize \$150, 3rd prize \$100.
 - (c) Individual winners per region (8 regions): 1st Prize \$150, 2nd Prize \$100
13. If the prize winner is under the age of 18, the prize will be forfeited.
14. The prize is not transferable or exchangeable and cannot be redeemed for cash. All vouchers and prizes are to be awarded by a provider selected by the Promoter in its absolute discretion. Prizes are subject to the terms and conditions of each individual service provider.
15. Entrants acknowledge that all material gathered and produced as a result of their entries will be owned by the Promoter.
16. The winners will be informed by 5:00pm AEST on Friday, 12 July 2019 by email or telephone or any other method at the Promoter's discretion.
17. The Promoter's decision is final in all aspects of this competition and no correspondence will be entered.
18. As a condition of entry, the entrant agrees that they are fully responsible for any content that they submit. The Promoter shall not be liable in any way for such content to the full extent permitted by law. The entrant warrants and agrees that:
 - (a) with regard to any materials submitted via the competition, including answers to competition questions, comments, recordings and images (**Content**), unless the Promoter advises otherwise, the entrant grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. The entrant agrees not to assert any moral rights in relation to such use. The entrant warrants that they have the full authority to grant these rights.
 - (b) they will not submit any content that is unlawful or fraudulent, or that the Promoter, or any advisor of the Promoter, may deem to be or that could be in breach of any privacy, publicity or other rights;
 - (c) they will obtain prior written consent from any person or company that appears in any submitted Content;
 - (d) they will comply with all applicable laws and regulations, including without limitation, those governing privacy, publicity and the access or use of any other persons' computer, technology or communication systems.
19. Without limiting any other terms herein, the entrant will fully indemnify the Promoter for any breach of these Terms and Conditions.
20. If the competition is interfered with or frustrated in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
 - (a) to disqualify the entrant; and/or
 - (b) to modify, suspend, terminate or cancel the competition.

21. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010 (Cth)* or the *Consumer Guarantees Act 1993 (NZ)*, as appropriate (**Non-Excludable Guarantees**).
22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, their related entities, associates, affiliates and each's respective officers, employees and agents (each a **Relevant Person**) excludes (and exclude) all liability (including negligence), for any personal injury or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising out of or in connection with, the Promotion or these Terms and Conditions, and/or any of the following:
- (a) technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (b) theft, unauthorised access or third-party interference, whether with an entrant's or winners Entry Form or otherwise;
 - (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) for any reason beyond the reasonable control of the Promoter;
 - (d) any variation in the prize value to that stated in these Terms and Conditions (if applicable);
 - (e) any tax liability incurred by a winner; and/or
 - (f) taking of or use of any prize by a winning entrant.
23. The Promoter collects personal information in order to conduct the competition and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors and service providers and use the personal information for the purposes described in these Terms and Conditions and the Promoter's Privacy Policy. Entry by an eligible entrant is conditional upon them providing this information to the Promoter. The Promoter's Privacy Policy is available at www.jennycraig.com.au/privacy (AU) / www.jennycraig.co.nz/privacy (NZ). In addition to the purposes stated in the Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the personal information for promotional, marketing, publicity, research and profiling purposes, subject to applicable privacy laws and regulations. All entries become the exclusive property of the Promoter.
24. The laws of the State of Victoria, Australia or the laws of New Zealand (depending on whether the entrant is located in Australia or New Zealand respectively) apply to the Promotion and these Terms and Conditions to the exclusion of any other law. Eligible entrants submit to the exclusive jurisdiction of the courts of the State of Victoria, Australia or New Zealand, as appropriate.